

Working Agreement Between



Advanced Mixed Waste Treatment Project
operated by Bechtel BWXT Idaho, LLC

And



International Union of Operating Engineers
Local Union #370, AFL-CIO

Effective September 10, 2008
Through
March 4, 2012

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PREAMBLE

This Agreement is entered into this 10th day of September, 2008, between the Advanced Mixed Waste Treatment Project operated by Bechtel BWXT Idaho, LLC, herein after referred to as the “Company” and the International Union of Operating Engineers, Local 370, AFL-CIO, herein referred to as the “Union” with respect to the bargaining unit described in Article 1.

This Agreement is to promote cooperation between the Company and the Union, and the parties are committed to the safety, cost efficiencies and operational flexibility goals of the AMWTP. The parties also recognize the successful completion of the work covered by the Agreement is essential to achieving the mission of the Department of Energy (DOE) at the Idaho National Laboratory (INL).

ARTICLE 1

RECOGNITION

1.1 The Company recognizes the Union as the exclusive bargaining agent with respect to rates of pay, wages, hours and other conditions of employment for a bargaining unit comprised of the Company employees defined below:

1.1.1 The Company recognizes the Union as the exclusive bargaining representative of employees in the following unit certified in Case #27-RC-8498: All employees employed by the Company performing work at the Advanced Mixed Waste Treatment Project (AMWTP) in Scoville, Idaho. But excluding all temporary employees, office clerical employees, guards, and supervisors as defined in the Act.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 The management of the plant and the direction of the workforce are vested exclusively in the Company and, except as limited by specific provisions of this Agreement, the Company shall retain all rights customarily reserved to management, including but not limited to: the right to increase or decrease the workforce; the right to schedule operations, shifts, all hours of work; require overtime work; deploy and utilize employees qualified to perform technician work; retain current and planned workforce flexibility; the right to assign work; the right to subcontract work; the right to temporarily or permanently transfer work; the right to hire, promote, suspend, discipline, transfer; or discharge for just cause; the right to establish rules and set policy and procedures pertaining to the operations of the plant and permissible conduct of employees.

2.2 This Agreement is a full and complete agreement that supersedes and replaces any prior agreement, understanding, implied agreement, practice or obligation that is not specifically preserved and plainly expressed in this Agreement or plainly expressed in a written agreement dated after the effective date of the current term of this Agreement and signed by both a Company and Union representative.

2.3 Should the Company fail to exercise any of its rights, or exercise them in a particular way, it shall not be deemed to have waived any such rights or be precluded from exercising such rights in some other way in the future

ARTICLE 3

NON-DISCRIMINATION

3.1 The parties will not discriminate against employees because of their membership in and/or activity on behalf of the Union. The parties will respect the right of employees to support or refrain from supporting the Union.

3.2 The Union and the Company reaffirm their intention that the provisions of this Agreement will continue to be applied without discrimination as defined by law because of race, membership and/or non-membership in the Union, color, religion, sex, national origin, age, qualifying physical or mental disability, qualified protected veteran status, or because of citizenship status. The parties will comply with citizenship requirements set forth by law, regulation, federal executive order, or government contract.

ARTICLE 4

VOLUNTARY DUES DEDUCTIONS

4.1 The Union shall have the sole and unequivocal right to set the level of dues, assessments, and initiation fees. In no event shall the membership dues (including initiation fee, if any) exceed the amount specified in the Constitution and/or Bylaws of the Union.

4.2 Dues Deductions. The Company shall deduct union membership dues (including initiation fee, if any) from the wages of an employee upon the following conditions and at the times and in the manner hereinafter provided.

- A. For employees who sign individual authorization forms, as described below, the Company shall in accordance with such authorization, deduct from the earnings, payable to such employee, union dues (including initiation fee, if any) and promptly remit to the Union.
- B. In compliance with State & Federal Law, the check off authorization provided under this Article shall be irrevocable for a period of one year following the date thereof or until the expiration date of this Agreement, whichever occurs first. Check off authorization may be revoked by the employee giving thirty (30) days written notice to the Company at any time following either of such dates, whichever occurs first. The Company will promptly provide the Union with copies of all such revocation.
- C. Deductions will only be made from the wages of employees who have executed and delivered to the Company a written authorization in the agreed form.
- D. Indemnity Agreement. The Union shall indemnify and hold the Company harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the Company in making payroll deductions of union membership dues and/or initiation fees, as herein defined.

- E. As part of the hiring process, regular full-time employees within the bargaining unit will be routed to the Union as part of their sign up procedure.

4.3 Remittance and Statement to the Union. The Company shall furnish to the Union the following data:

- A. On or before the fifteenth (15th) day of each month:
 - 1. The total amount of monthly dues (and initiation fees, if any) deducted from earnings payable on the first payday of the month, listed by classification.
 - 2. The name, payroll number, and amount contributed by, each employee from whose wages such deductions were made.

ARTICLE 5

UNION SECURITY

5.1 Federal Enclave. In the event the INL is designated as a federal enclave, the parties to this Agreement shall meet within sixty (60) days to negotiate this article.

5.2 Idaho Right to Work Law. In the event the Idaho Right to work law is repealed or amended, the parties to this Agreement shall meet with in sixty (60) days to negotiate this article.

ARTICLE 6

UNION REPRESENTATION

6.1 The Company will recognize a Chief Steward and ten (10) Shop Stewards who are employees of the Company and are authorized by the Union to discuss business related to this contract. Union Stewards will be selected so as to provide coverage for all hours of plant operation, e.g. four (4) Ops Techs, four (4) Rad Techs, two (2) Maintenance/Landlord Techs. The Company will discuss Union business related to this contract with the appropriate representative(s). Workplace meetings are not included as business meetings related to this contract. The Union will give the Company ten (10) days written notice of any change in its representative.

6.1.1 It shall be the duty of the Stewards to act as the on site representative of the Union to the bargaining unit. Such duties will include but are not limited to introducing themselves and welcoming new members as soon as possible, distribute all available union materials, inform new members of where Union information can be located such as bulletin boards, answer questions about dues, initiation fees, meetings, grievances, know the contract, administer the labor contract on site, know the members they represent personally, willingly serve on committees as agreed to between the Union and the Company, support safe working conditions, present a good impression of the Union, handle grievances fairly and equitably , including distinguishing between a grievance and a complaint and handle accordingly. They shall attempt to resolve complaints before they become a grievance. The Stewards will also forward any said complaints or grievances to the Chief Steward.

6.1.2 The Chief Steward will act as the liaison between the Stewards and the Company and will be the person responsible in presenting the complaints/grievances to the appropriate Company Representative. The Chief or Shop Stewards will work with the Company in distribution of overtime to ensure that overtime is distributed fairly and equitably.

6.1.3 The Chief Steward, will be given sufficient time to perform his/her duties and will be paid for his/her time in the performance of said duties on the project, or if requested to attend Company sanctioned meetings offsite.

6.1.4 Union Stewards, including the Chief Steward, shall notify and obtain approval from their immediate Supervisor prior to leaving their work assignments to attend to Union business. This provision shall be applied in a fair and equitable manner.

6.2 The Company shall recognize the Union's Business Representative and Chief Steward as having full authority to settle, on behalf of the Union, any dispute related to the interpretation or application of this Agreement, pursuant to the grievance procedure of this Agreement (Article 21).

6.3 The Company will designate a negotiating team of not more than six (6) of its representatives, one (1) of whom will be a non-negotiating recording secretary and the Union will designate a negotiating team of not more than six (6) of its members, one (1) of whom will be a non-negotiating recording secretary, the majority of whom will be employees of the Company for the purpose of considering any successor Agreement and any formal change to this Agreement. Either party may at any time change said representatives, provided that neither party will be represented by more than six (6) persons. It is not the intent of the Article to infringe on either the Union's or the Company's right to enlist outside help. The Company agrees to pay the Union members at the straight time rate for all hours at negotiations.

6.4 The Company recognizes that it may be necessary for other Representatives of the Union to have access to AMWTP for the purpose of administering this contract. When the Union identifies such a need, the Chief Steward will make the request in writing to the Manager of Labor Relations at least twenty-four (24) hours prior to the requested visit. When such request is approved, a member of AMWTP management and the Union will provide an escort. The request time may need to be lengthened for security reasons.

6.5 The Company will provide the Union Stewards with an area with phone service and voice mail to be used only for Company/Union business by designated representatives of the Union. Stewards may utilize fax machines provided in AMWTP common areas.

6.6 The Company shall provide bulletin boards in up to four (4) general access areas. The boards shall be covered with glass and under lock and key of which will remain in the possession of the Union's Chief Steward. These boards will be used for Union business only. It is agreed that no material posted will reflect against or discredit the Company.

ARTICLE 7

NO WORK STOPPAGE / LOCKOUT

7.1 During the term of this Agreement, there shall be no strike, sympathy strike, picketing, work stoppage, slowdown, interference with the work, boycott or other economic activity, or any other disruptive activity that has a direct impact on the day to day operations. Any such activity that impacts the day to day operations of the Company, or failure of the employee to cross any picket line at the INL, including the Company's in-town facilities, is a violation of this Agreement.

7.2 During the term of this Agreement, the Company will not cause or engage in any lockout.

7.3 The Union shall not sanction, aid or abet, encourage or continue any activity described in 7.1 above and shall undertake all reasonable means to prevent or terminate any such activity.

7.4 Any employee who participates in any activities described in 7.1 above, and interferes with the normal day-to-day operation, shall be subject to disciplinary action, up to and including termination. Such activity may constitute just cause for discharge. If just cause is established such employee shall forfeit pay and all benefits during the period of participation in such action.

7.5 The intent of this Article is not to waive the employee's federally protected rights as recognized in section 7 of the National Labor Relations Act.

ARTICLE 8

EMPLOYEE DUTIES AND RESPONSIBILITIES

8.1 Complying with Established Work Rules. Each employee will comply with applicable Company policies, procedures, and prescribed rules, such as, but not limited to, attendance, work performance, personal conduct, safety, radiological safety, security, and substance abuse. Employees should go to their supervisor on questions pertaining to Company policies and prescribed rules. Abuse of rules is subject to disciplinary action, up to and including termination.

8.2 Employee Supervision. Each employee will be assigned work by a supervisor(s) and will be responsible for proper job performance. Administrative matters such as personal leave requests may require notification to another Company representative.

8.3 Reporting for Work. When reporting to work, each employee will report at a place and time designated by his or her supervisor prepared to start work. Employees are expected to arrange their own transportation to and from work. Personnel assigned to the Site are offered but not guaranteed transportation by the Company vehicles. Government vehicle pools, located at designated locations and the Site are available for business purposes. Pool vehicles are to be used for official government purposes only like going to and from the Site.

Employees must obtain approval from their manager to use a government vehicle and have a valid state driver's license in their possession while operating the vehicle. If a carpool is not available, i.e. called out, no available seats in the car pool, and with approval from the employee's manager a small stipend is paid to those individuals driving their own vehicles to and from the site only.

8.4 Unavoidable Absences from Work. Any employee who finds he/she will be unable to report for work as scheduled must notify his/her supervisor or a designated “absence reporting phone number” of his/her expected absence at least two (2) hours in advance of their scheduled start time or in cases with extenuating circumstances, at the earliest opportunity, stating the reason or necessity for such absence. The giving of such notice does not ensure that the absence will be approved or paid. It is the intention of the Company to administer this provision uniformly and consistent with the facts in each case.

8.5 Work Assignments. All bargaining unit employees are expected to perform such work as is incidental, usual, and necessary for safe and efficient operations. Incidental work necessary to complete the primary job assignment will be performed if the employee is appropriately trained and/or qualified to do such. Bargaining unit employees will also perform such work as required in emergency conditions or for good housekeeping, including incidental minor maintenance to equipment utilized by personnel and incidental running maintenance. Incidental running maintenance, as used herein, and when applied to operations means minor maintenance (as defined by the work control process) necessary for efficient operation of equipment such as, but not limited to, tightening packing glands on pumps, valves, etc., but shall not include overhaul work.

8.6 Additional Work Assignments. Bargaining unit Employees who are not required in their normally assigned job, or not able to do their normally assigned job may be required to perform other work for which they are trained and/or qualified, with the objective of utilizing all available resources effectively and economically.

8.7 Work Sharing. The parties recognize that there are distinguishable skills between various classifications. At the same time, it is agreed that there is work that, although traditionally assigned to specific classifications, can be performed safely, efficiently, and economically by trained employees in other classifications, e.g. limited radiological surveys, rolling stock operations, etc. Bargaining unit employees are expected to perform these work sharing tasks as assigned. Whenever an employee is required to work share at more than a de minimus level in a classification that pays a higher rate than his/her regular classification, he/she shall receive the higher rate of pay.

8.8 Ceasing Work. No employee shall cease work unless he/she has been properly relieved or until released by a supervisor (this does not affect an employees right to stop work for safety or emergency concerns).

8.9 Cooperation in Jobs, Methods, Personnel, and Performance. Employees will work with the Company in areas such as; development of operating procedures, training programs, and on the job training (OJT).

8.10 Maintaining Certifications/Qualification/Licensing. The Company will provide required classes and will schedule the employee during regular scheduled shifts for required classes. Such classes will be provided periodically so employees have an opportunity to meet the certified/qualified/licensing in a timely manner. Employees will be required to maintain certification/qualification/licensing to meet operational needs. It is recognized by both the Company and the Union that operational training and skill requirements are subject to change as business practices, technology, plant modification, and applicable regulations affect work performed under this Agreement. The Company will provide appropriate training with equal opportunity over a reasonable amount of time to allow employees to remain certified/qualified/licensed to perform work within their classifications. Employees will be required to participate in training programs and maintain certification/qualification/licensing requirements and the Company will allow adequate time and facilities as necessary to complete the required training. Employees who fail to certify/recertify/qualify/re-qualify or maintain their training, qualifications, certification and license will be subject to Company action, at Company discretion, such as transfer to another position or termination. Employees on Leave of Absence, Military Leave, etc. will be allowed adequate time to renew their certifications upon their return to work to retain their previous job classification.

8.11 Protection of Government Property. Employees are responsible for proper care, custody, control and use of government property. This responsibility includes, use of property for “official use only”, timely reporting of lost, damaged, or destroyed property, identification and reporting of excess material/equipment, transfer or turn in of property prior to leaving the project, and notification to property management of all changes in custodian responsibilities/status (i.e., change in property location, custodial transfers, completion of inventory/signature for property, etc.).

8.12 Temporary Assignment to Non-Represented Position. If the Company deems it necessary, it may temporarily assign a represented employee to positions such as planner, operations coordinator, technical writer, etc. It is not intended for this assignment to apply in cases where participation in such activities is incidental to the job. Performance of non-represented work by represented employees will not cause the work to become represented work. Bargaining Unit employees will not receive a reduction in hourly rate of pay and/or fringe benefits for performing these other classifications.

ARTICLE 9

LABOR MANAGEMENT COOPERATION (LMC)

9.1 The parties to this Agreement hereby recognize the necessity of communication and the resolution of disputes, misunderstandings, or applications of this Agreement that seriously impact the continuity of projects. To secure this end, it is hereby agreed that a Labor Management Committee (LMC) shall be established to be composed of representatives of the Company and the Union, which shall meet monthly. This committee shall bring up any practice which, in their opinion might lead to misunderstandings or disputes between the signatory parties.

9.2 The LMC shall consist of Labor Relations Manager, Operations Manager, Maintenance Manager, Radiological Safety Manager, Business Manager of the Union or designee, Chief Steward, and a member from the Facility Operations, Non-Facility Operations, Radiation Control and Maintenance (to include Landlord and Warehousing). The Labor Relations Manager and the Business Manager of the Union, or their designees, shall jointly chair the LMC.

9.3 The Company and the Union shall jointly coordinate LMC activities, develop committee procedures of operation, publish meeting agendas and issue minutes of each meeting.

9.4 The Labor Management Committee shall not have the authority to modify, alter or amend provisions of this Agreement.

9.5 Site Committees. The parties to the Agreement are committed to achieving excellence in safety, work performance, and quality through Site Committee(s). The committee(s) will identify issues to work on. The members of these site committee(s) will be determined by the respective parties. Site committees include but are not limited to the following:

A. ESIT Committee.

1. **Sub Committees of ESIT.** Rolling Stock, Electrical Safety, Conduct of Operations, ALARA, Communications Committee, Health Promotions, & KEYS.
2. **Ad Hoc Type Committees.** Process/Procedure Development, Accident/Event Investigation, Job Training Analysis, Hazard Evaluations, Job Methodology Development, Process Improvement, Other similar types of activities.

9.6 LMC duties include but are not limited to the following duties.

Article 12.6: Overtime issues

Article 13: Seniority (sections 13.4, 13.5, 13.7, 13.8, 13.11)

Article 17.2 & 17.12: Health & Safety (Safety Programs)

Article 21.6: Settlement of Disputes (Step 3)

Article 25.1: Subcontracting

ARTICLE 10

PROBATIONARY EMPLOYEES

10.1 A new employee shall be on a probationary period for 180 days from the date of employment with mutual agreement to extend 90 days for any given employee. The Company shall have the indisputable right to discipline, layoff, or terminate probationary employees and probationary employees will have no recourse through grievance or arbitration over such action.

ARTICLE 11

HOURS OF WORK AND SHIFTS

11.1 Each employee will be assigned a work schedule established by the Company in accordance with project requirements and this Agreement.

11.2 Work Week. The work week for employees starts at 6:30 a.m. on Monday and ends one-hundred and sixty-eight (168) hours later.

11.3 Work Day. The work day starts at 6:30 am and ends twenty-four (24) hours later.

11.4 4 X 10 Schedule. (Four consecutive ten-hour shifts) Employees will be scheduled for ten and one-half (10 ½) hours with a thirty (30) minute unpaid lunch period.

11.5 4 X 12 Schedule. (Four consecutive twelve-hour shifts) Employees will be scheduled for twelve and one-half (12 ½) hours with a thirty (30) minute unpaid lunch period.

11.6 Shift Differential. Employees working a 12 hour rotating/alternating day shift will be paid a shift differential. Shift differential does not qualify for use with any paid leave types (PL, H, ESC, etc.) or when on business travel. If an employee has a shift start time between two shifts then the employee will receive the higher of the two (2) shift differential rates.

11.7 Rest Periods.

11.7.1 The nature of work covered by this Agreement allows for paid rest periods. The Company shall provide two (2) rest periods, one in the first half of the shift and one in the second half of the shift as workflow permits equivalent to fifteen (15) minutes each.

11.7.2 It will be the responsibility of each employee to take such rest periods. If an employee does not take a rest period, then the employee must notify his/her supervisor and a rest period will be provided.

11.8 Breaks Between Work Periods. An employee normally will have no less than ten (10) hours between work periods. Employees required to work past their scheduled work period and unable to return at the beginning of their next scheduled work period without a ten (10) hour break are eligible for Employee Safety Compensation (ESC).

11.8.1 If an employee needs to be released from work due to safety issues concerning excess hours (i.e. when an employee is called out and the number of hours worked consecutively will impact the next scheduled shift), those scheduled hours not worked should be logged using the appropriate project number and then use the pay type ESC. A thorough and appropriate justification is required in the comment section of all timesheets with ESC hours.

11.9 Definitions of Shifts.

11.9.1 Day Shift. A scheduled shift between the hours of 6:30 a.m. and 7:00 p.m.

11.9.2 Night Shift. A scheduled shift between the hours of 6:30 p.m. and 7:00 a.m.

11.9.3 Overlap Shift. An overlapping shift that rotates or slides that begins beyond the dayshift start time and ends before the end of night shift.

11.9.4 Sliding Shift. A shift that remains constant while the scheduled work days slide during a work week.

11.9.5 Rotating Shift. Where an employee alternates between two shifts, i.e., days to nights.

11.10 Alternate Work Schedules. In order to meet the project's mission and operational needs, schedules other than those described in this section may be implemented. The Company will negotiate with the Union before the schedule is implemented to ensure contract items such as meal periods, overtime, holidays are properly addressed.

11.11 Notification of Shifts. Employees will be given forty-eight (48) hour prior notice to report for a new shift. If the employee is given less than forty-eight (48) hour notice, he/she shall receive time and one-half (1 ½) the regular base pay for the first workday of the rearranged shift. This provision does not apply in cases of promotion (to the employee promoted) or when schedule changes to suit the personal convenience of one or more employees are permitted. Additionally, premium pay under this clause shall not be paid for a rearranged schedule to the extent the change in schedule results in overtime or for work performed subject to holiday premiums.

11.12 Flexible Workweek 10 & 12 Hour Shifts. Employees assigned to a 10 or 12 hour shift may request to use flextime within the same workweek. Prior management approval is required. The hours worked to offset hours of absence under this policy must occur within the same workweek and cannot force an overtime situation for the employee working the flexible schedule or for others. Flexible schedules within the same workweek must be at the employee's request (cannot be mandated by supervisor) and require a thorough and appropriate justification in the comment section of all timesheets with flex hours.

11.13 Lunches. A half-hour (1/2) unpaid lunch period will be allowed at approximately the halfway point in the shift. This lunch period will be scheduled within one (1) hour before or after the halfway point in the shift.

11.13.1 If, at the direction of the Company, an employee is not afforded the opportunity to take a lunch period within these parameters the employee will: (1) receive an additional half-hour (1/2) of pay at the overtime rate, and; (2) as soon as possible be allowed 30 minutes to eat their lunch without any loss of time resulting.

11.13.2 The employee lunch period will be a continuous uninterrupted break. If the Company interrupts the employee's lunch break, the employee shall be paid an additional ½ hour of pay at the overtime rate and be afforded their 30 minute lunch period with no loss of time resulting.

11.13.3 It is not the intent of this Article to prevent the employees from having a meal period by working them straight thru and paying them for not having a meal period, nor is it the intent for an employee to skip their lunch and accrue overtime.

11.14 Clean up. Employees will be allowed adequate time (based on the nature of the work being performed) to clean up before meals and at the end of their shifts.

ARTICLE 12

OVERTIME

12.1 Overtime is paid at one-and-one-half (1½) times the regular base hourly rate for hours worked in excess of 40 hours in any work week or thirty-six (36) hours for 12 hour shift workers during their 36 hour work weeks.

12.1.1 Extended Shift Overtime (ESO). If an employee is required to stay over or come in early from a 12-hour shift, the hours that are in addition to their normally scheduled shift will be paid at one-and-one-half (1½) times the regular base hourly rate.

12.1.2 For the purpose of computing overtime, all hours paid are considered hours worked except for hours charged to short term disability and holiday hours paid outside of a workers established work schedule.

12.1.3 Pyramiding. There shall be no pyramiding or duplication of daily and weekly overtime premiums. Overtime shall be paid only once for the same hours worked. In all cases overtime is only paid on a regular base rate. Overtime or Premium pay for any hour worked eliminates that hour for payment on any other basis.

12.2 The Company shall determine the need and qualification requirements for overtime and retains the exclusive right to assign overtime. The Company will provide the necessary information to the Union Stewards to maintain the overtime lists. The Union Stewards will maintain and provide the overtime list to the shift supervisor (STL) to utilize as needed. The Stewards will be allotted adequate time to perform these duties.

12.3 An overtime list with all eligible employees will be maintained for each classification. The overtime list serves the purpose of tracking the distribution of overtime as well as tracking the intention of employees with respect to their desire to volunteer or refuse potential overtime opportunities. The Company will provide the Union a list of employees eligible for overtime assignments in each classification to be used for this purpose. Only those employees who have voluntarily signed up on the sign-up list will be considered for overtime under normal circumstances.

12.4 Employees will be assigned overtime work on the basis of qualifications and accumulated hours within their specific overtime classification. Those with the least accumulated hours will be assigned first and so on down the list in the order of increasing accumulated hours.

12.5 It is recognized that the health and safety of employees, the progress of work, certification, security clearances, work restrictions, radiation exposure and qualifications, may preclude rigid adherence to the least accumulated hours principle (Section 12.4); however, it is the intent to assign overtime work on the basis of this principle when such factors are not present.

12.6 A separate overtime list shall be maintained for each overtime classification in accordance with existing work areas and will report the name of each employee who is eligible for overtime assignment in that area and their overtime preference. If an employee is eligible for overtime in multiple areas per qualifications status (i.e. waste movement and retrieval), that employee's overtime will reflect on each area's overtime list that the employee appears on. It is the employee's responsibility to ensure applicable hours are kept up to date. Failure to maintain an accurate overtime total in such cases may result in removal of an employee from the applicable overtime list for periods agreed upon by the Labor Management Committee.

12.7 Overtime hours shall be recorded on: the basis of overtime hours worked; failure to respond to an offered overtime when the employee volunteered to be available for the overtime; or, employee verbally turned down an offered overtime.

12.8 The intent of the overtime charging process is to equalize, as well as possible, the hours on each of the group's overtime list. An employee will only be asked and charged for a maximum of the regular straight time hours for the assignment they refuse (e.g. if an employee refuses a twelve (12) hour overtime assignment they will be charged with twelve (12) refused hours). Refusal of overtime for one (1) shift will not preclude an employee from being asked for overtime nor charged for refused overtime in any subsequent shift. It is not the intent of the procedure to unreasonably pyramid hours charged for refused overtime.

12.9 Overtime records will be brought up-to-date and made available in the work area for each classification at intervals of approximately one (1) week. Overtime records should be posted in an appropriate work location.

12.10 Eligible employees, wrongly bypassed for overtime, will be offered the next available overtime opportunity said employee is qualified to fill.

12.11 Employees on the overtime list, who will be unavailable for overtime on their regularly scheduled days off, will make the absence known in the applicable overtime list by placing an “R” indicating their advanced refusal of overtime for those days.

12.12 It is understood by the Union that the nature of the Company’s operation may require overtime work and that, under such circumstances, the Union is obliged to encourage those it represents to work overtime, as requested by the Company, in accordance with established procedures for distribution thereof.

12.12.1 If it becomes necessary to retain or call in essential personnel to ensure safe operations, the Company has the right to force qualified personnel to work overtime. An employee may not refuse a forced overtime assignment. The Company will arrange or adjust transportation conflicts resulting from the forced overtime assignment.

12.12.2 The Company has the right to force overtime in a time of excessive call-in to avoid plant shut-down once all other overtime assignment avenues have been exhausted.

12.13 The Company shall not require an employee to work overtime after their last schedule shift prior to going on personal leave for any reason. This includes aforementioned circumstances associated with qualifications, certifications, security clearances, work restrictions, radiation exposures, and progress of work.

12.13.1 It is also agreed that personal leave continues up to the start of the employee’s first scheduled shift of work following the personal leave. During this time off, the employee shall not volunteer to work overtime on his scheduled personal leave day(s) but may volunteer to work the other days in the period.

12.14 Overtime records shall be discontinued effective the end of the first full week in January each year. For the new reporting period the overtime group record will be adjusted as follows:

12.14.1 The employee with the least amount of recorded overtime hours will begin the new reporting period with zero (0) reported hours. The employees above the lowest employee will be listed with the number of hours of the difference between the lowest and the listed employee's hours.

12.15 An employee's name shall be deleted from the overtime distribution record if:

12.15.1 The employee is medically restricted from working overtime based on the recommendations of both the site medical provider and the employee's personal physician.

12.15.2 The employee is removed from payroll for just cause reason pending the grievance procedure.

12.15.3 The employee is absent from work a period of thirty (30) calendar days, excluding vacation.

12.16 Additions to the Record.

12.16.1 New Hires. A new hire, for the purpose of this procedure only, shall be any employee with the exception of apprentices, whose name has not appeared on any employee overtime list during the previous ninety (90) days. When adding the name of a newly hired employee to the classification overtime record, his/her recorded hours shall be one (1) hour greater than the high employee in the group.

12.16.2 Job Reassignment. When an employee is permanently moved from one overtime classification to another overtime classification, his/her recorded hours will be the average hours of the new classification as of the date of reassignment.

12.16.3 Removals and Additions. When an employee whose name has been removed from the overtime list by reason of absence or medical restriction and is returned to the overtime record, the employee's recorded hours shall be as follows:

- A. The employee shall be returned or added to the classification with the average hours of the classification, effective the date of addition.
- B. Employees returning to the active employment rolls from reduction of force (ROF) status will be added to the classification at the average hours of the classification.
- C. Employees requesting addition to the list may be added when requested by the employee. If brought into the list, the requester will be added at the level of hours equal to the highest employee's hours at the top of the list. The addition will be considered valid until the January following the request. The requesting employee must remain on the list unless removal is agreed upon by the Company until the new list is generated the following January.

12.17 Temporary Assignment (within a classification). In general practice an employee who has been assigned from his/her regular overtime classification to another classification on a temporary basis will be considered for overtime in the temporary assignment before other employees from outside the overtime classification and should be asked last for overtime in the temporary assignment. The hours worked or refused while in such temporary assignment will be recorded in accordance with paragraphs 12.7 and 12.8 upon return from temporary assignment; the employee is placed on the overtime list with all recorded hours. Additionally, the employee remains eligible for overtime in his/her "regular" overtime group.

12.18 Employees who are temporarily promoted to positions within the bargaining unit are eligible for overtime in their upgraded position. Such employees will be considered for overtime in the temporary assignment before employees from outside the classification. They will not normally be considered for overtime in their regular classification.

12.19 Employees who are temporarily promoted to positions outside the bargaining unit (upgrade) for up to 30 days will not be considered for overtime during such periods except for emergency conditions.

12.19.1 Employees who have been temporarily upgraded in excess of thirty (30) days will be removed from the classification overtime lists.

12.19.2 Upon return such employees will be given the average overtime hours of the group as of the week that they return.

12.20 Overtime Meals.

12.20.1 Employees called in for emergency work shall be provided a paid opportunity to eat meals at approximately six (6) hour intervals except as provided below.

12.20.2 Notwithstanding the foregoing, a meal period will not be provided for employees in cases where the expiration of the six (6) hour period falls within one-half (1/2) hour of the time the employee is to be relieved from his work assignment.

12.21 Temporary and sub-contractor employees will not be asked to work overtime unless the overtime work has been turned down by the regular full-time employees in the overtime area. Temporary and sub-contractor employees must be qualified to do the overtime work assignment prior to being asked to work the overtime. It is the Union's belief that temporary employment be minimized as much as possible and temporary employees needed to fulfill work area goals be trained and hired as permanent employees as soon as possible.

ARTICLE 13

SENIORITY

The intent of this Article is not to open all current positions to seniority bids, but to establish a path forward for positions that become available after the signing of this Agreement.

13.1 Definition. Seniority, as used in this Agreement, is the measure of an employee's continuous length of service within the bargaining unit and will apply with respect to promotions, demotions, layoffs, bidding, shift preference, vacation, and re-employment as defined by this Article.

13.2 Types of Seniority.

Plant Seniority - total length of service from hire date by an AMWTP prime contractor(s) into a bargaining unit represented position. A tiebreaker for employees with the same seniority date will be the employee's birth date with the oldest being most senior.

Classification Seniority – the length of service on a regular, full-time basis in an employee's classification as herein defined:

- Radiological Control Technicians
- Electricians / Instrument Technicians
- Maintenance Technicians (Mechanics)
- Facility Operator Technicians (WMF-676)
- Non-facility Operator Technicians (including Waste Movement, Shipping & Payload, Retrieval, and Characterization)
- Landlord / Warehouse Technicians

13.3 Vacancies. All positions such as new jobs and job openings within the bargaining unit will be posted including minimum requirements for ten (10) calendar days for bid. Employees must fill out a written “carbon copy” bid sheet that must be dated and signed by Accountability Office and then placed in a locked box where Labor Relations will collect the bid sheets and forward to the Labor Management Committee for action. The Labor Management Committee will notify the bidders of their selection within ten (10) days and the position will be filled within thirty (30) days of the posting deadline.

Late bids may be accepted where an employee was not present at the time of the posting and extenuating circumstances support such acceptance. The acceptance of late bids will be determined by the Labor Management Committee.

Vacancies will be filled first by classification seniority and minimum requirements, then if unable to fill, will be filled by plant wide seniority and minimum requirements.

Management may seek external candidates if unable to fill the vacancy as per above.

13.4 Promotion/Transfer Trial Period. Employees who are promoted or placed in new positions will complete a six (6) month trial period. If the employee’s transition is not successful, within this time period the Labor Management Committee will decide their placement.

NOTE: *Employees may only exercise their bidding rights once every twelve (12) months.*

13.5 Layoff.

Layoffs will be plant wide seniority; however, in order to maintain appropriate staffing levels in each classification, special licenses, certifications, DOE Core Training, and minimum position requirements will be a determining factor in identifying employees who are facing layoff as long as the special requirements are used in the performance of their job.

Layoffs will be discussed with the Labor Management Committee prior to the Company making any determination.

Vacancies created by a layoff (reduction in force) will be filled by senior volunteer and junior force from those classifications with excess staffing.

No AMWTP represented employee will receive a reduction in force while contracts are in place subcontracting their same skills. All temporary workers having the same skills will be subject to layoff before any AMWTP represented employees are subject to a reduction in force.

13.6 Layoff Notice. The Company will give the Union notice of plant closing and/or layoffs in accordance with the State and Federal laws. The Company will endeavor to give the Union at least one (1) month of notice of impending layoffs that may affect the certified bargaining unit.

13.7 Recall from Layoff. Recall to work after layoff will be governed by plant seniority. Recall notices will be sent by certified mail to the last known address as listed in the employee's personnel record. The Company will notify the Union of all recalls within 48 hours of the mailing of the recall(s) notice. If the Certified letter is returned to the Company as undeliverable the employee's recall rights will be forfeited. If the employee does not contact the Company within 14 days of receipt of the letter the employees recall rights will be forfeited.

The Labor Management Committee will maintain an inactive Seniority list consisting of laid off employee plant and section seniority dates as of the date an employee is officially laid off. Employees with more than two (2) years of accumulated service will be considered inactive and eligible for recall for twenty-four (24) months. Employees with less than two (2) years accumulated service will be considered inactive and eligible for recall for twelve (12) months.

13.8 Seniority Lists. Within thirty (30) days of the execution of this contract and every six (6) months thereafter the Company will provide all necessary information to Labor Relations and the Chief Steward for the preparation and maintenance of a classification and plant seniority roster. If there are questions the Labor Management Committee will be consulted. The roster(s) will be published and posted on all of the Union bulletin boards. Any employee disputing his or her seniority standing, as shown on the published seniority roster will notify the LMC of their concerns.

13.9 Lost Seniority. Seniority will be lost for the following reasons:

- Voluntary quit
- Discharge for just cause
- Failure to return to work upon notification by certified mail of layoff recall
- Absence for three (3) consecutive workdays without notifying the Company, in which case the employee will be considered to have voluntarily quit. Circumstances will be discussed between the Company and Union.
- Layoff for a period longer than the period specified in the provisions previously prescribed for the inactive seniority list.
- Retirement

13.10 Special Situations. Notwithstanding the provisions of the established seniority procedure, the Union and the Management may, in special situations, work out by negotiation, individual cases where the Union and Management agree that such special situations exist.

13.11 Shift Preferences. Senior qualified personnel will be offered shift preference only in the event of creation of (1) backfill positions, (2) new positions, or (3) the formation of a new shift or crew. Personnel seeking to move in the exercise of shift preference may move to do so as soon as practicable as long as any pending training for qualifications does not affect the balance of either shift or crew.

Issues not related to training for qualifications, which may prohibit the approval of a shift preference request will be discussed in the Labor Management Committee meetings.

The exercise of shift preferences will be limited to one time per rolling twelve (12) month period.

ARTICLE 14

CALL OUT PAY

14.1 If an employee is called out to work outside of his/her regularly scheduled shift with less than twenty-four (24) hours notice, he/she shall receive a minimum of four (4) hours at the applicable overtime rate of pay.

14.2 If the employee works past four (4) hours, he/she will receive pay at the applicable overtime rate for actual hours worked. This provision does not apply in cases where the employee is held over beyond the scheduled quitting time or where he/she is called in and works through to the scheduled starting time.

14.3 If a carpool is not available, i.e. called out, no available seats in the car pool, the employee shall receive a stipend as per Article 8 Section 8.3.

ARTICLE 15

HOLIDAYS

15.1 Schedule. Employees will be eligible for eighty (80) hours of holiday pay per year at regular base hourly wage rate.

15.2 Recognized Holidays.

- New Years Day*
- Memorial Day*
- July 4th*
- Labor Day*
- Thanksgiving Day*
- Christmas Day (Dec. 25th)*

* Holidays are observed in accordance with the Company Holiday Schedule except 12-hour shift workers observe the holidays on the actual calendar day of the holiday.

15.3 Holiday hours may be used as Floating Holidays up to the total number of allowable holiday hours.

15.4 Holiday hours must be taken in full day increments unless the amount of holiday hours remaining is not sufficient to cover a full day. In this case the remaining amount of holiday hours must be used at the same time.

15.5 Unused Holiday. Holiday hours is an annual benefit and must be used by the end of a calendar year.

15.6 Pay for Holidays. Employees will receive their regular base hourly rate for all claimed scheduled holiday hours. Employees, including shift workers, will also receive time and one-half (1½) for all hours worked on a holiday, plus any applicable shift differential.

15.6.1 If an employee works on a holiday he/she has the option of claiming the holiday hours and receiving them in pay, or deferring the hour equivalent for use as paid time off during the calendar year, with management approval.

15.7 Pyramiding of Holiday Premium. There will be no pyramiding of holiday premium and overtime premium for hours worked on a recognized holiday. All overtime hours worked by an employee on a recognized holiday will be paid at the standard holiday premium rate of one and one-half (1½) times the regular base hourly rate.

15.8 Holiday Pay Restrictions. Pay under Section 15.6 above is not applicable to those employees on leave of absence, inactive status, and unapproved absence. An employee who is off work in another paid Company leave status shall receive his/her regular base pay for the appropriate holiday hours schedule in lieu of any other paid Company leave benefits.

15.9 Payback of Holiday Hours for Terminating Employees. Employees terminating during the calendar year will be subject to the Company's payback of holiday hour's procedure.

ARTICLE 16

PERSONAL LEAVE

16.1 Policy. Personal Leave (PL) is provided to eligible employees to use to cover periods of:

- Vacation
- Personal Business
- Personal Illness or injury
- Illness of a family member

16.2 Definitions.

16.2.1 PL. Hours taken as paid time off at the employee's base salary rate and is accrued based on years of service.

16.3 Accruals. Personal Leave pay is accrued as follows:

| Rate | Location | Months | Annual |
|---------------|-----------------|---------------|---------------|
| 5.54 Hours | Town | 0 – 59 | 144 Hours |
| 6.47 Hours | Town | 60-108 | 168 Hours |
| 7.08 Hours | Town | 109 – 228 | 184 Hours |
| 8.62 Hours | Town | 229 + | 224 Hours |
| | | | |
| 6.12 Hours | Site | 0 – 59 | 159 Hours |
| 7.05 Hours | Site | 60-108 | 183 Hours |
| 7.66 Hours | Site | 109 – 228 | 199 Hours |
| 9.62 Hours | Site | 229+ | 250 Hours |
| | | | |

16.4 PL Guidelines.

16.4.1 Normally, PL is approved in advance, i.e. one shift cycle, by the employee's supervisor. In case of absence due to accident, illness or emergencies, notification of supervisors is required per Article 8.4

16.4.2 A single day or less of PL will be approved by the employee's supervisor.

16.4.3 The progress of the work must be considered in granting PL. This consideration may result in limiting the number of personnel in a crew or shift that can be off at one time.

16.4.4 Except as herein provided, classification seniority will prevail in the selection process for PL as outlined below.

16.4.4.1 At the start of the calendar year all requests for PL for continuous time off will be made on the first circulation of the PL list in accordance with seniority and will be posted.

16.4.4.2 The list will be circulated a second time for alternative choice in accordance with seniority and will be posted.

16.4.4.3 After the second circulation has occurred, PL requests will be on a first come, first serve basis.

16.5 To assure firm commitments and barring unforeseen emergencies, the scheduling must be completed by March 1. PL taken from January 1 thru March 1 will be on a first come first serve basis.

16.6 If an individual wishes to change his scheduled PL period, the normal procedure will be to wait until all other personnel have chosen their periods and then reschedule. However, in a case of undue hardship, the employee should state the facts to his supervisor and consideration will be given to working out an alternate solution.

16.7 For employees that work shifts, the PL may be scheduled to correspond to their appropriate shift schedule.

16.8 PL will be allowed in increments of one-half (½) hour increments or more.

16.9 PL upon Termination or Resignation.

16.9.1 An employee will be paid a lump sum at base salary rate for all unused PL accrued through the end of employment.

16.10 PL upon Leave of Absence.

16.10.1 Prior to a leave of absence, the employee may be required to take a total cash out down to a zero (0) balance.

16.10.2 PL hours are not earned during the leave period. Hours will begin accruing on the day the employee returns to work full time.

16.10.3 PL hours may be used to supplement short-term disability benefits up to, but not to exceed, one-hundred (100%) percent of the base pay rate.

16.11 Cash-Out of Personal Leave for Hardship.

Under specified circumstances of financial hardship, employees may be able to cash out their PL in excess of 40 hours. For this purpose, a financial hardship will include:

- Extraordinary medical expenses incurred by the employee, or the employee's spouse or dependent.
- Expenses for purchasing a primary residence (but not for mortgage payments).
- Expenses to prevent eviction from the primary residence.
- Tuition costs for the next semester or quarter for the employee, or the employee's spouse or dependent.
- Funeral expenses for a family member.
- Expenses of filing Chapter 13 bankruptcy.

- Other immediate and heavy financial need, subject to approval by HR.

To request a cash-out of PL, employees must complete a Request For Pay in Lieu of Using Personal Leave (PL) Form obtained by contacting the HR. Requests will be subject to approval of line management and HR.

16.12 Personal Leave Carry over Limits.

The Company has established maximum limits on the number of PL hours that may be carried over from one year to the next. The carry over limits are applied each year at the end of January, and all PL in excess of the maximums may be forfeited at that time. Employees will not be paid for forfeited PL hours.

| <u>Months of Service</u> | <u>Maximum Carryover Hours</u> |
|---------------------------------|-------------------------------------------|
| 0 through 60 | 200 |
| 61 through 120 | 240 |
| 121 or more | 320 |

Employees should plan to use the PL for which they are eligible. In unusual situations caused by job requirements, PL in excess of the maximum carryover allowances may be carried over with prior approval of the HR Manager (or Designee). However, such excess carryover PL must be taken in the next 12-month period or be forfeited. Excess carryover of PL will generally not be approved in two consecutive years.

ARTICLE 17

HEALTH AND SAFETY

17.1 The Company and the Union recognize the importance of maintaining a safe and compliant work environment, promoting employee involvement in health and safety, providing and promoting applicable health and safety training, promoting occupational health and accident prevention, and the general elimination of hazards to health in the work place. The Company and employees covered by this Agreement shall comply with all applicable State, Federal and DOE safety and health standards and the Company's safety and health policies and procedures.

17.2 The Company and bargaining unit employees will jointly participate in the AMWTP Employee Safety and Improvement Team (ESIT). The number of committee members that are represented by the bargaining unit shall be at least equal to the number of unrepresented committee members (excluding non-voting Committee Champions). Committee members who are represented by the bargaining unit will be voted on by bargaining unit employees to serve on the committee for a fixed period of time. The committee will meet at least once monthly. The Company will, upon request, provide the Union minutes or reports of the Safety Committee meetings as prepared for distribution. Annually, the bargaining unit will elect a bargaining unit member to serve as a co-chair of the ESIT to ensure bargaining unit involvement in Employee Involvement and Safety Programs. Prior to the election, individuals interested in applying for the position will submit a resume with cover letter explaining why they should be an ESIT chair person to the Labor Management Committee for consideration and nomination. This individual reports to the Manager of Safety Management Systems for day-to-day work direction while retaining their job classification and appropriate wages, benefits, and seniority accrual in accordance with this Agreement. The appointee's performance will be evaluated by the Labor Management Committee on a routine basis to ensure the goals and expectations of a Safety Committee Co-Chair are being met.

17.3 Employment is contingent on meeting essential job function requirements of the position being filled. The Company will specify essential job functions and medical requirements to perform all position responsibilities and provide for baseline health assessments, medical screenings, and surveillances necessary for the Company to make a fitness for duty determination. The Company will provide for periodic medical examinations at no cost to the employee and pay for any supplemental test deemed necessary through the Company medical examiner. Employees may discuss their examinations with the examining doctor. The employees are required to provide medical history and to submit to physical examinations, assessments, and surveillances as necessary. An employee who is returning to work after a medical absence of 40 consecutive work hours or more shall undergo a fitness for duty evaluation by the Occupational Medical Department. The employee may be required to provide medical history and work release information associated with their medical absence.

17.4 The Company will provide safety inspections, first aid service and safety and radiation protection equipment to minimize accidents and health hazards to the employees at AMWTP during the hours of their employment. The employee's agree to cooperate with the Company to the end that employees will use any required safety equipment and observe such safety and health regulations as prescribed by the Company and assist with inspections and safety programs. The Union agrees that bargaining unit employees will participate in joint Labor-Management programs that impact and improve safety performance on the project.

17.5 The Company will continue to provide tools, equipment, clothing, and other protective/safety apparel and devices necessary for personnel to complete their assigned duties and as specified in regulatory requirements. This safety equipment includes items such as coats, insulated bibs, coveralls, gloves, boots, non-prescription safety glasses, hearing protection, all respiratory protection, anti-C's, modesty clothing or any other safety equipment needed in the performance of the job for all seasons of the year.

17.5.1 Purchase of safety boots and prescription safety glasses will continue to be supplemented through the Company safety boot and glasses allowance program (\$150 yearly for safety shoes & \$235 every two years for prescription safety glasses). Prescription respirator glasses will continue to be provided by the Company through the voucher program.

17.5.2 Laundering of special clothing (e.g., modesty clothing, NFPA rated clothing, etc.) shall be done at no cost to the employees.

17.6 Employees are required to perform inspections of clothing and equipment for proper form and function prior to use; to use them in conformance with instructions, requirements, and training; and be accountable for protective clothing and equipment issued and assigned to him/her. Employees who abuse, misuse, or lose Company supplied protective clothing or safety equipment may be required to pay for said items.

17.7 Employees shall be reimbursed for clothing and personnel effects that are damaged or destroyed on the AMWTP premises as a result of fire, explosion, radioactive contamination, or other similar incidents, under circumstances in which the employee is not negligent.

17.8 All employees will adhere to the policies and procedures issued by the Company, such as but not limited to the Beryllium Program, Respirator Protection, Drug Free Workplace policy, Fall Protection, etc.

17.9 When an employee is involved in a plant event that combines both personal injury and radioactive contamination, the employee's pay is continued up to the time of his/her release from the area locations in which the employee undergoes prescribed decontamination procedure. If the employee is released from his area prior to the end of their regular shift, his/her pay is continued until the end of such regular shift. When the employee is directed to report to the site occupational medical facilities at the CFA dispensary, or EIRMC or the whole body counter, his/her pay will continue until the end of their regular shift. If he/she is released from the aforementioned facilities prior to the end of their regular shift or if they are working hours other than their regular shift, they will be paid at the applicable rate until such time as they are released from these facilities. Employees will not be paid any longer than their regular scheduled time and any additional time undergoing decontamination procedure.

17.10 The parties hereto recognize that the principles of ALARA will be applied to personnel exposure, consistent with the requirements of the job and interests of the affected employees. The Department of Energy's dose limits shall provide the framework for managing personnel exposures. Consistent with this principle, the Company will establish administrative dose control levels for all employees. The control levels will start at an annual level of no higher than 500 mrem Total Effective Dose (TED) and will require progressively increasing effort, review, and approval to exceed or extend an employee's administrative control level.

17.11 The Company will use its best effort to ensure employees covered by this Agreement are not subject to excessive radiation exposure. The Company will use its best effort to plan and execute the work covered by this Agreement to strive to achieve as equitable a distribution of radiation exposure as practical among the employees in the classifications covered by this Agreement consistent with the requirements of the job, efficiency, and productivity.

17.12 The Company and Union agrees that it is in the best interests of both parties to maintain Safety Programs as such programs serve to keep employees actively involved in safety. The Labor Management Committee will be involved in the development, implementation (including guidelines and criteria for distribution), administration, and effectiveness reviews of these safety programs.

ARTICLE 18

SECURITY

18.1 The Company has certain obligations under its contract with the Government which pertain to security. Therefore, if a Government agency concerned with the Company's security regulations advises the Company that any employee of the Company's covered by this Agreement is restricted from work on or access to classified areas, information, or material, the Company shall have the right to terminate the employment of any employee so restricted.

18.2 The Company and the Union shall comply with security regulations adopted by the Department of Energy (DOE) or as required by other Government contracts.

ARTICLE 19

WAGES

19.1 Upon ratification each represented employee under this Collective Bargaining Agreement (CBA) will receive a \$325.00 contract signing bonus.

19.2 Each classification represented under this CBA will receive a 3.5% General Wage Increase (GWI) on March 9, 2009, an additional 3.0% GWI on March 8, 2010 and a 3.0% GWI on March 7, 2011. (See Schedule A, Classification & Wages)

19.3 Rate of Pay upon Promotion. An employee promoted to a higher job classification shall be paid at the rate of that classification beginning on the Monday of a pay period following the first full day of that work.

19.4 Pay Day. Payment of compensation shall be made in accordance with established Company schedule.

19.5 Wages Supplement / Premium Pay.

19.5.1 Shift differentials for the shifts defined in Article 11.9 will be paid to shift workers. The employees working a twelve (12) hour rotation/alternating day shift will be paid \$0.50 per hour. The swing shift differential will be \$1.00 per hour. The night shift differential will be \$1.25 per hour. The differential is not considered part of the basic rate when calculating overtime pay.

19.5.2 Lead Upgrade. If the company deems it necessary, it may upgrade a trained and/or qualified employee to act as a lead in supervisory related positions. The employee upgraded shall be paid \$1.25 per hour above their normal base pay. The upgraded employee may be designated as a lead for the purposes of filling in for a supervisor, for assisting a supervisor in giving work direction to employees, or acting as a designated point-of-contact. The most senior qualified volunteer in the area needing the lead person will be provided the upgrade opportunity.

19.5.3 Employee Safety Compensation. Compensation for hours normally scheduled to work but not worked due to insufficient time off between work periods as defined in Article 11.8. (Breaks Between Work Periods).

19.5.4 Professional Skill Compensation. Additional compensation may be provided for bargaining unit employees who achieve and maintain certain certifications, licenses and qualifications as listed below.

Opportunities to maintain Skill Levels will be provided in accordance with Article 8, Section 8.10 (Employee Duties and Responsibilities).

The Company reserves the right to limit the overall number of eligible persons, dictate the need for certification(s), and to establish a minimum and maximum level of specific certification(s)/qualifications needed to support AMWTP business needs. Once these decisions have been made, the LMC will develop a plan to distribute these opportunities fair and equitably.

Professional Skill Compensation is an hourly premium rate and will not be factored into pay for overtime or any other premium pay or benefits program.

All current qualification pay premiums will continue until the expiration of the qualifications.

Skill/Certifications Eligible for Professional Skill Compensation are.

- National Registry of Radiation Protection Technologists (NRRPT) will receive \$2.00 per hour.
- *Operations Technician II's who complete a 4th, 5th, and 6th operational qualification will receive \$0.50 per qualification up to \$1.50 per hour.

- *Maintenance personnel who obtain and maintain any of the following certifications, licenses, or qualifications, above base qualifications, will receive \$0.50 for each one obtained up to \$1.50 per hour.
 - Electrician
 - Instrument Technician
 - Mechanic
 - Crane Inspector
 - Hoisting and Rigging Inspector
 - Fall Protection Inspector
 - Rolling Stock Inspector
 - Manlift Maintenance Technician
 - Backflow Preventer Certification
 - Air Conditioning and Refrigeration Technician
 - HEPA DOP Tester
 - Welding Certification

* As assigned by responsible manager.

19.5.5 Bubble Suit Pay. An employee will receive an additional \$3.00 per hour worked while on supplied breathing air and suited up (bubble suit), up to a maximum of five (5) hours per entry.

This premium shall not be used in the calculation of overtime. Employees must obtain and maintain appropriate training and certifications.

19.5.6 Respirator/PAPR/APR Pay. When management determines a job requires the use of a Respirator/PAPR/APR the employee will be paid \$0.50 per hour for all hours where such respirator is worn and approved by management. Employees must obtain and maintain proper certifications.

19.5.7 On Call Pay. An employee who is identified by his/her manager in writing as being on call shall receive \$1.00 per hour for carrying the pager and/or being available by phone for all on call hours outside of his/her regular scheduled shift.

19.5.7.1 An employee who has been designated in writing as being on call but fails to respond shall forfeit all on call pay for that period of time.

ARTICLE 20

BENEFITS

20.1 Except as provided in this contract, all benefits arranged by the Company for its employees, as a whole, will be available to employees covered by this Agreement and will be administered equally, including that portion of the cost paid by all employees. The Company reserves the right to alter benefit plans.

20.2 Qualified employees are eligible to participate in the following AMWTP benefit programs:

- Personal Leave
- Medical Plan
- Dental Plan
- Optical Plan
- Mental Health and Substance Abuse Services
- Prescription Drugs
- Healthy Life Styles
- 24 Hour Nursing Line
- Health Care Flexible Spending Account
- Dependent Day Care Flexible Spending Account
- Employee Life and Accident Insurance
- Dependent Life Insurance
- Short-Term Disability Insurance
- Long-Term Disability Insurance
- AFLAC Supplemental Insurance Plan
- Workers Compensation
- Long-Term Care Insurance

- Service Awards
- Leaves of Absence
- Investment Plan
- Holidays
- Severance Pay
- Pre-Paid Legal
- Identity Theft
- Employee Assistance Program
- Business Travel Accident Insurance

20.3 The Company will notify the Union at least 60 days in advance of any additions or substantive changes to, or deletions from, the benefit programs and the parties will meet to discuss the impacts of such changes.

20.4 Employee paid and unpaid leave is governed by the Company time off and attendance reporting requirements.

20.5 The bargaining unit will elect a person to represent the unit on the Healthcare Committee. This person will provide input on the bargaining unit employee's interests and/or concerns.

20.6 If an employee is found to have paid an excess amount for an authorized expense, covered by the contract between the Company and United Health Care, the employee will be reimbursed for the excess charge(s).

ARTICLE 21

SETTLEMENT OF DISPUTES AND ARBITRATION

21.1 The Company and the Union shall settle disputes through the following grievance procedure.

21.2 A grievance is defined as a dispute by an identified employee(s) that in a specific instance he/she has been treated unjustly by reason of claimed misinterpretation, misapplication or violation of an express provision of this Agreement by the Company, or disciplinary action against any employee. If the Company claims a specific misinterpretation, misapplication, or violation of an expressed provision of this Agreement by the Union, or its representatives or members, the dispute shall be processed as outlined in this Article. Disciplinary action involving discharge may be entered at Step 2 of the grievance procedure.

21.3 Any employee who believes that he/she has been unjustly treated may take the matter directly to his/her immediate supervisor within eight (8) working days of the occurrence. If he/she does not receive a satisfactory answer within eight (8) working days, he/she may proceed further in the manner described below. The intent of this section is to solve problems as quickly as possible. References to days in this Article refer to the employees scheduled working days excluding the day of occurrence.

21.4 Step 1: If the grievance is to be processed, it will be reduced to writing and submitted to the immediate supervisor of the grievant in eight (8) working days after the meeting held in Section 21.3. The immediate supervisor will meet with the grievant, the Shop Steward, and any witnesses needed to be present to attempt resolution of the grievance at Step 1. The supervisor shall give the Shop Steward a written response to the grievance within eight (8) working days after the Step 1 meeting was held. If the Company files the grievance the Company supervisor and Union Representative shall render a decision in eight (8) days.

21.5 Step 2: If the supervisor's Step 1 answer is considered unsatisfactory, within eight (8) working days after the date of the Union's receipt of the Step 1 answer, the Union's Chief Shop Steward shall notify the Department Manager in writing of the Union's intent to appeal the grievance to the next step. The Department Manager (or designee), the grievant, the Union Chief Shop Steward (or designee) and any witnesses needed to be present shall meet within eight (8) working days of receipt of the Step 2 grievance in an effort to resolve the grievance. The Company shall give Chief Shop Steward a written response to the grievance within five (5) working days after the Step 2 meeting was held. If the Company processes the grievance to Step 2 the Department Manager and Union Representative shall have eight (8) days to render a decision.

21.6 Step 3: The unresolved issue will be referred to the Labor Management Committee (LMC). If the issue is presented and satisfactory results are not reached in the LMC then the grieving party may request a written response from an authorized representative of the other party within fifteen (15) calendar days. The LMC shall be comprised of a maximum of four (4) Union Representatives and a maximum of four (4) Company Representatives.

21.7 Step 4: Any grievance not resolved in accordance with Steps 1 thru 3 may be referred to arbitration, provided written notice is given to the other party within fifteen (15) calendar days of receipt of the Step 3 response; it will otherwise be forfeited if it does not meet this time requirement. Either party may request that a pre-arbitration meeting of appropriate individuals of the Union and the Company be held and neither party shall unreasonably refuse such a request.

21.8 Grievances which are not processed to the next succeeding step within the prescribed time limit shall be considered dismissed unless the time is extended by mutual written agreement of the parties, with a copy of the agreement kept by both parties.

21.9 If the Company or Union does not respond to the grievance within the prescribed time limit, the other party can process the grievance to the next step.

21.10 For time spent by the Union Representative(s), in investigating or discussing grievances on site during their working schedule, the Company will pay at the straight time pay rate, up to sixty (60) hours per month, as a combined total for all Union Representatives (Stewards).

21.11 Representatives of the Union shall notify and obtain approval from their immediate supervisor prior to investigation or discussing grievances during working hours. This provision shall be applied in a fair and equitable manner.

21.12 Arbitration. Grievances involving discipline/discharge or the claimed violation of an express provision of this Agreement that have not been resolved under Article 21.6 of this Agreement are the only grievances that may be submitted in accordance with the following procedure to an arbitrator for resolution.

21.13 Arbitration Process.

21.13.1 A written request for arbitration shall be submitted, within fifteen (15) calendar days after the Company or Union provides its final written answer (Step 3 answer) under Article 21.6 to the grievance.

21.13.2 A request for arbitration shall state in reasonable detail the nature of the dispute and the remedy requested. Prior to the arbitration hearing, the parties will attempt to agree upon a statement of the issue to be submitted to arbitration. If the parties are unable to agree on the issue, the issue shall be determined by the Arbitrator.

21.13.3 Only one (1) request for arbitration shall be scheduled for an arbitration hearing unless the parties mutually agree otherwise.

21.13.4 Within thirty (30) calendar days after receipt of a request for arbitration, the parties' designated representative will meet to choose an Arbitrator or if the Company or Union believes the grievance is not arbitrable it will within thirty (30) calendar days after receipt of a request for arbitration, provide a written explanation of its position on arbitrability to the Union. No Arbitrator or court shall proceed under any assumption of arbitrability. Only a grievance alleging a direct violation of an express provision of this Agreement or the imposition of discipline or discharge without just cause shall be arbitrable. For example, a claim seeking to limit the Company's right to subcontract is not arbitrable.

21.14 Selection of an Arbitrator.

21.14.1 The Company and Union shall attempt to reach mutual agreement on an arbitrator from a panel of Arbitrators, limited to members of the National Academy of Arbitrators, provided by the Federal Mediation and Conciliation Service. Either party has the right to reject two panels of Arbitrators before selecting an Arbitrator by alternately striking names from the panel. The Company will notify the selected Arbitrator and establish a hearing date agreeable to the Company, Union and Arbitrator.

21.15 Conduct of the Arbitration.

21.15.1 The Arbitrator shall have no authority to issue a subpoena or other form of legal process to compel either party to produce evidence not already presented during processing of the grievance under this Article considered by such party to be confidential or not relevant or material to the proceedings, or which is not available. This shall not limit the Arbitrator's authority to compel the production of information which this Agreement requires either party to provide the other.

21.15.2 The Arbitrator's decision shall be made in writing within thirty (30) calendar days after the hearing or within thirty (30) calendar days of the submission of the post hearing briefs, if required, whichever is later.

21.15.3 The award of an Arbitrator upon a grievance subject to arbitration as herein provided shall be final and binding upon the parties to this Agreement. No Arbitrator shall have any authority or jurisdiction to add to, detract from, or in any way alter the provisions of this Agreement. The Arbitrator shall have no authority to make any award requiring payment to any employee for any period more than thirty (30) calendar days preceding the filing of a grievance.

21.15.4 Each party shall bear its own expenses of the arbitration except that the expenses of the Arbitrator, including the cost of a hearing room, transcript if any, and any other related mutually agreed upon expenses, shall be shared equally between the Union and Company.

21.15.5 Arbitration hearings shall be held at times and places mutually agreed upon by the parties. In the event the parties cannot agree thereon, hearings shall be held in Idaho Falls.

21.15.6 A copy of any document furnished to the Arbitrator by either party shall be furnished simultaneously to the other party.

ARTICLE 22

MISSCELLANEOUS

22.1 Non-Represented Employees Performing Work. The Company reserves the right for non-represented employees to perform work typically performed by bargaining unit employees. The intent is not to replace bargaining unit work, but to assist personnel such as engineers, supervisors, and vendor representatives, and consultants to understand equipment and operations, and to achieve maximum workforce efficiency and productivity.

Some examples of this type of work include assistance with emergency situations, instruction of employees, training of supervisors, assisting in new or specialized work, troubleshooting, operations planning facilitation, inspection of equipment, short periods of relief, and verbal technical maintenance assistance.

22.2 Special Provisions. The Company will continue to furnish tools, equipment, supplies and devices that are necessary for employees to carry out their normal duties and responsibilities. The Company will continue to provide hydration stations, including electrolyte replacement type drinks, hot beverages such as, but not limited to coffee and hot chocolate. The Company will also continue to supply vending machines with products as well as, telephones, computers for employment and company related issues, lunchroom facilities and appliances for heating and cooling of food. The Company will make available to employees heated restrooms and facilities for clean up and adequate secure storage lockers for personal articles while at work. As necessary separate lockers will be provided for both clean and dirty articles.

22.3 Court Leave. An employee called to jury duty, or who is required by court process to attend court proceedings in which he/she is not a principal nor has financial interest, will continue to be paid their regular base pay for necessary time away from their job. The employee must remit court pay, minus meal and mileage allowance to the Company.

22.4 Death in Family Leave. Regular full-time employees shall be granted up to 24 work hours of Death in Family Leave at their base rate of pay for the death of a qualified family member. If additional time is necessary, an employee may take time off without pay or Personal Leave as approved by the employee's manager. A qualified family member is defined as:

- The employee's spouse.
- The employee's or spouse's parent, brother or sister (but not the spouse of a brother or sister), child (including legally adopted and stepchild), stepparent, grandparent, grandchild, son-in-law, or daughter-in-law.

22.5 Severance Pay. Regular full time employees who are terminated due to a workforce restructuring after 1 year of recognized Company service may receive severance pay as follows:

| <u>Years of Company Service</u> | <u>Weeks of Severance Pay</u> |
|---------------------------------|-------------------------------|
| 1 but less than 2 | 1 |
| 2 but less than 4 | 2 |
| 4 but less than 7 | 3 |
| 7 but less than 10 | 4 |
| 10 but less than 15 | 6 |
| 15 but less than 20 | 9 |
| 20 but less than 25 | 12 |
| 25 and over | 16 |

An employee who has received severance pay and is rehired within 1 year may repay any portion of the severance pay, expressed in weeks, to be credited to the employee's eligibility for severance pay in the future. If full repayment is made, the rehired employee will be granted continuous service credit (except for the period of layoff in excess of one year) for purposes of determining future eligibility for severance pay. If no repayment is made, the rehired employee begins earning severance pay credit on the date of rehire. Severance pay is calculated using your base weekly rate of pay. Your base weekly rate of pay is your regular hourly rate of pay multiplied by 40 hours.

22.6 Leave of Absence.

22.6.1 Time Off Without Pay.

Regular and temporary full-time employees may be granted time off without pay for personal reasons (including short-term illnesses that do not qualify for short-term disability benefits) not to exceed 120 hours per calendar year.

Of the total 120 hours available, only a portion may be taken in partial-week increments. Employees may use partial weeks of time off without pay for a maximum of 12 weeks in a calendar year. After these 12 weeks, additional time off without pay must be taken in whole-week increments. All use of time off without pay must have prior manager approval.

- Time off without pay will not be approved for employees to pursue ongoing temporary outside employment, including self-employment. The only compensated outside activities for which time off without pay may be authorized are as follows:
 - Activities that result in direct benefits to the community or society such as charitable or volunteer efforts that include a stipend.

- Activities that are short term and occasional in nature (as with a one time independent consulting engagement).
- Activities that are sponsored or directed by the Company, another Bechtel Group or Babcock & Wilcox Services entity or the U.S. Department of Energy.
- Time off without pay will not be approved for employees to pursue full-time education or technology transfer opportunities.
- Time off without pay will not be approved on a continuing basis to convert a full-time employee to a part-time employee. Use of time off without pay to shorten a workweek should not be approved for more than 12 workweeks (which may or may not be consecutive) in a calendar year.

Bargaining Unit employees may charge time off without pay in increments of one-half hour.

22.7 Locker Inspections.

Whenever the Company inspects a personal effects locker assigned to an employee; it will be inspected in the presence of a Union representative. The contents of the locker will be recorded on an itemized list signed by the appropriate management official and the Union representative.

22.8 Military Leave for Active Duty.

Employees who are drafted or who volunteer in the armed services of the United States in a time of national emergency, or who are called to active duty as reservists, will be placed on extended Military Leave for Active Duty. Alternatively, such employees may elect to terminate their employment. Employees on Military Leave of Absence for Active Duty are entitled to veterans' reemployment rights as established by federal law. To initiate military leave, employees should contact their immediate manager and the Benefits Office.

22.8.1 Pay Benefits While on Leave.

Regular, full-time employees who volunteer for or are called to Military Leave for Active Duty are eligible for pay benefits as follows:

- Supplemental pay and "Benefits by Design" benefits continuation for up to six (6) months if ordered to serve in a non-war zone (stateside).
- Supplemental pay and "Benefits by Design" benefits continuation for up to twelve (12) months if ordered to serve in a war zone (overseas).

In no event will supplemental pay benefits for any one continuous leave period extend beyond 12 months.

Supplemental military pay benefits will be payable no more frequently than once each calendar month. The amount of benefits paid will equal the difference between the amount of regular pay that would have been earned (base pay) and any lesser base military pay. For this purpose, military pay does not include allowances received for rent, subsistence, travel, and uniforms.

Employees are responsible for their portion of benefits premiums. The employee portion will be deducted from the military pay differential in accordance with the payroll schedule.

22.8.2 Reinstatement after Military Leave of Active Duty.

An employee returning from Military Leave for Active Duty must request reinstatement to active company service according to the Federal statute governing veterans' reemployment rights and must pass a physical examination such as is given to new employees. An employee reinstated after a military leave is eligible to take additional military leaves. Time spent on military leave does not interrupt a period of Company service and is included in the computation of total service credit.

22.9 Short-Term Disability Bank Hours.

22.9.1 Regular full-time employees earn 1.24 bank hours of STD for each pay period (bi-weekly) they are in pay status (defined to include insured short-term disability and worker's compensation wage reimbursement payment as well as time coded to paid earnings codes through the payroll system) for at least one-half (1/2) of their scheduled work hours.

22.9.2 Regular part-time employees will accrue STD on a pro-rated basis according to the number of hours worked each week, to a maximum weekly accrual of 0.62 hours for forty (40) hours worked.

22.9.3 These hours are used to augment STD payments as outlined in the Company Handbook dated July 2007 (identifier: GDE-10, Revision 2).

22.9.4 Eligibility for STD is based on a medical need for the employee to be absent. The employee's personal physician must verify the entire period of absence. All STD absences are coordinated through CIGNA or subsequent provider. CIGNA or subsequent provider is solely responsible for approval or denial of an absence based on the information received from the employee's personal physician.

22.10 Travel Stipends.

22.10.1 Employees called out for unplanned overtime in accordance with Article 14, (Call Out Pay) shall receive a stipend of \$35.00 as defined in Article 14.3 and 8.3 (Employee Duties and Responsibilities).

22.10.2 The small stipend for persons approved to drive their personal vehicle to the site as defined by Article 8.3 (Employee Duties and Responsibilities) shall be \$10.00 per day.

22.10.3 In the event the Company provided transportation ceases, the parties agree to meet and negotiate a mutually acceptable resolution.

ARTICLE 23

GENERAL SAVINGS CLAUSE

23.1 Should any portion or portions of the Agreement be found by a court of competent jurisdiction to be illegal, said portion or portions shall become inoperative and the balance of the Agreement shall remain in full force and effect until termination in accordance with Article 32.

23.1.1 It is mutually agreed that should any portion become inoperative in accordance with the above, the parties will renegotiate an acceptable substitute clause upon sixty (60) days' written notice to either party by the other.

23.2 Further, it is understood and agreed that the Company's operations are subject to certain authorities, including the Company's Contract with the Department of Energy (Contract No. DE-AC07-99ID13727 or subsequent contract number) and the Orders and Directives of said Department. If any provision of this Agreement is or becomes inconsistent with the prevailing authority, the prevailing authority shall prevail. Nevertheless, any such inconsistent provision(s) of this Agreement shall be separable and the remaining provisions shall remain in full force and effect. The parties shall meet for purposes of negotiating a mutually satisfactory substitute provision if either party requests such a meeting within sixty (60) days of the identification of an inconsistent provision.

ARTICLE 24

TRAINING

24.1 The parties agree to conduct an in-depth assessment and evaluation of the project training needs, and existing training, and what tailored training curriculum and instructors from the International Union, and Local 370, can provide to help supplement the AMWTP training needs.

24.2 The intent of this assessment and evaluation is to ensure effective utilization of both Company and Union training resources in the development and maintenance of the AMWTP training curriculum.

24.3 This assessment and evaluation will be conducted as soon as possible after ratification of this agreement, but not later than May 1, 2009. The extent to which the Union training resources are utilized, and any mutually agreed upon associated costs, will be agreed upon and documented in a separate Memorandum of Understanding.

ARTICLE 25

SUBCONTRACTING

25.1 Contracting Out. The Company shall have the right to contract out work with outside contractors or subcontractors.

When Bargaining Unit work is to be contracted out, the Company will notify the Union. The Union may request a meeting to discuss the details of the subcontract and to suggest alternatives.

In exercising its right to contract out the Company will observe the provisions of this Article.

One of the duties of the Labor Management Committee will be to discuss subcontracting issues which may arise.

25.2 Subcontracting for Layoffs. The Company shall not subcontract or otherwise transfer in whole or in part any work covered by this Agreement to be done at the Idaho site, when such subcontracting is for the sole purpose of laying off bargaining unit employees.

25.3 Subcontracting for Attrition. The Company agrees that the size of the respective covered workforce will remain stable, fall and/or rise as business needs dictate. Scope of work changes or funding losses will be adequate reasons for appropriate reductions in the total workforce. The Company shall not use lack of employees due to attrition caused by retirement, Long Term Disability, transfer, or termination, to transfer traditionally or historically performed tasks by bargaining unit employees to subcontractors. In the event of any question as to the appropriateness of assigning work to subcontractors or reduction of numbers of bargaining unit employees (for any of the above mentioned reasons), the Company and the Union agree to meet within ten (10) working days of the decision to subcontract work.

ARTICLE 26

EMPLOYEE DISCIPLINE

26.1 Non-probationary employees shall not be discharged, disciplined, or suspended except for just cause. Any disciplinary action taken can at the request of the employee be subject to the Grievance and Arbitration Article of this Agreement. Discipline will not be done in public.

26.2 The four (4) basic steps listed below will normally be followed for disciplinary action. These steps will generally be taken in the order listed, although some steps may be omitted when serious offenses have been committed. The Company and the Union affirm that the principles of progressive discipline shall be followed in appropriate cases.

26.2.1 Verbal warnings with written documentation. The verbal warning will not be placed in the employee's Personnel File.

26.2.2 Written warning

26.2.3 Suspension without pay

26.2.4 Demotion or Termination

26.3 An employee who is disciplined shall receive notice of the action being taken. The employee shall be given two (2) copies of such notice. The employee shall sign such notice indicating that the matter was brought to his/her attention but his/her signature does not imply concurrence. The notice shall state the specific details of the allegations.

26.4 An employee who is disciplined may request the presence of a Union Steward. When a Steward from the bargaining unit is on duty, and available at the time the request is made, the employee shall utilize a Steward from the bargaining unit. There will be no further discussion with the employee until the Steward arrives. In some situations of serious misconduct an employee may be removed from the worksite pending the arrival of a Union Steward.

26.5 An employee who is disciplined will be provided a copy of any written warning, notice of suspension or dismissal at the time the action is taken, unless exceptional circumstances prohibit delivery of the notice at that time. In such cases, the employee shall receive or be mailed, via certified mail, a copy of the notice within five (5) calendar days of the action taken.

26.6 Written warnings shall remain in an employee's file for at least twelve (12) months. After twelve (12) months the employee may request the warning be removed from their file. If there has been no further disciplinary action, the warning will be removed.

26.7 Notice of Suspension without pay shall warn employees that further reoccurrence may result in further disciplinary action, including dismissal, and will remain in an employee's file for at least eighteen (18) months. After eighteen (18) months, the employee may request the notice be removed from his file. If there has been no further disciplinary action, the notice can be removed with concurrence of the employee's supervisor and the Manager of Labor Relations, but will not remain in the file beyond two (2) years unless further disciplinary action has been noted.

26.8 Copies of the warnings removed from the file may be retained by the Company.

ARTICLE 27

EMPLOYEE PROMOTED FROM THE BARGAINING UNIT

27.1 In the event an employee is promoted or assigned out of the bargaining unit, the employee shall continue to accumulate length of service and seniority for a period of six (6) months. It is understood that transfer back to the bargaining unit within the six (6) month period shall be discussed with the Union and determined by the Company. In the event the employee is not transferred back to the bargaining unit within the six (6) month period, all seniority shall terminate.

ARTICLE 28

LEAVE OF ABSENCE FOR UNION ACTIVITY

28.1 Leave of Absence for Employment by Union. Any member of the Union shall be granted leave of two (2) years or less from his employment with the Company for the purpose of accepting employment with the Union. The request for leave shall be in writing and shall state the purpose for which it is made and that the employee intends to apply for reinstatement to his job. Application for reinstatement, if made thirty (30) days or more prior to the end of the leave period, will be considered and accepted on the following conditions:

28.1.1 Physical Condition. The employee's physical condition continues to permit him to perform the essential job functions of his prior job. Physical examinations shall be made by the Medical Division of the Company immediately prior to leave and upon reinstatement.

28.1.2 Security Requirements. Prior to reinstatement, the employee shall meet the applicable security requirements.

28.1.3 Seniority Retention. The employee, upon reinstatement, will reenter his former classification and will be accorded the same seniority as though he had not gone on leave.

28.1.4 Benefits. Employees on leave may participate in the group life insurance plan for up to one (1) year by continuing full premium payments while on leave (including the amount of the total premium that is normally paid by the Company). Additionally, they may continue their coverage under the AFLAC, and pre-paid legal plans. Employees on leave may not continue health care coverage (except as provided by COBRA) and may not participate in disability, dependent life, or accidental death and dismemberment insurance. Additionally, employees on leave may not actively participate in the investment plan.

28.2 Limits on Number of Employees on Leave. This Article shall not be applicable to more than three (3) employees at any one time but no more than one (1) from any area or classification unless mutually agreed upon. When any three (3) members of the Union are on such leave, the terms of the Article shall be suspended as to all other members.

ARTICLE 29
POLITICAL EDUCATION COMMITTEE AND UNION
MARKET RECOVERY PROGRAM

29.1 Political Education Committee.

The Union membership may voluntarily donate to the IUOE/Engineers Political Education Committee. Donations to this committee are not a condition of IUOE membership or employment with the Company. The IUOE/EPEC uses such monies in making political contributions in connection with Federal, State, and Local elections. Employees electing to contribute shall remit payments to:

International Union of Operating Engineers

1125 Seventeenth Street NW

Washington, DC 20036

29.2 Union Market Recovery Program.

The Company agrees to deduct from those employees who wish to participate, and who voluntarily sign an authorization form, three-dollars (\$3.00) per month from said employee's wages.

29.3 This Article is strictly voluntary and is not a condition of membership and is not used to fund the day to day operations of the Local.

29.4 The Company will send such voluntary deductions to Union Programs, P.O. Box 3386, Spokane, WA 99220 along with a list of names of those who are participating.

ARTICLE 30

FACILITY CLOSURE DAYS

30.1 In the event of a site closure, essential employees required to be on site will be paid as follows:

- A. One and one half times (1½) for all hours until they are allowed and able to go home.
- B. Meals will be in accordance with Article 12.20 of this Agreement.
(Overtime Meals)
- C. A rest period of no less than eight (8) hours will be provided for every 24 hour period. (Necessary provisions such as but not limited to cots.)
- D. Employees called back or called in on a normal day off will receive call out pay in accordance with Article 14 (Call Out Pay) of this Agreement.

30.2 Employees released from work early or those who are directed not to report for work due to facility closure will not lose regularly scheduled pay and will be given direction from payroll on how to code their time.

ARTICLE 31

JURISDICTION

31.1 The Company shall assign work in a manner that is both consistent with the terms of this Agreement and that recognizes the established seniority groups and classifications.

ARTICLE 32

MODIFICATION AND TERMINATION

32.1 This Agreement shall be effective as of September 10, 2008 and shall remain in force and effect to and including March 4, 2012, and thereafter from year to year unless modified or terminated as herein provided.

32.2 Either party to this Agreement may terminate this Agreement at its anniversary date March 4, 2012 or at the expiration of any subsequent yearly period, by written notice of intention to so terminate this Agreement given to the other party hereto not more than ninety (90) days nor less than sixty (60) days prior to the expiration of any such yearly period. In the event such notice is given, the parties hereto shall enter into immediate negotiations for a new Agreement.

32.3 In the event either of the parties hereto desires to modify this Agreement, such party shall notify the other party hereto in writing not more than ninety (90) days nor less than sixty (60) days before the expiration of this Agreement March 4, 2012 or the expiration of any subsequent contract year. Any modification of the Agreement mutually agreed upon during the negotiations shall become effective on the date fixed by the terms of the Agreement with respect thereto or as may finally be determined by the parties.

SIGNATURE PAGE

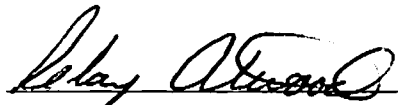
IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives this 25th day of September 2008.

FOR THE UNION

International Union of Operating Engineers
Local Union #370, AFL-CIO



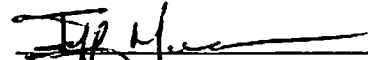
Curt Koegen, Business Manager
IUOE #370



Clay Atwood, Business Agent
IUOE #370

FOR THE COMPANY

Advanced Mixed Waste Treatment
Project operated by Bechtel BWXT
Idaho, LLC



Jeff Mousseau, President and
General Manager BBWI



Brett Hobbs, Labor Relations
Manager BBWI

**SCHEDULE A
CLASSIFICATIONS / WAGES**

| Classification | Qualifications * | Current Wages | Signing Bonus | 3/9/2009 | 3/8/2010 | 3/7/2011 |
|-----------------------------|----------------------------------------|----------------------|----------------------|-----------------|-----------------|-----------------|
| Ops Tech II | 3 quals and 2 Yrs or 2 quals and 4 yrs | \$27.30 | \$325.00 | \$28.26 | \$29.10 | \$29.98 |
| Ops Tech I | 2 quals and 3 yrs | \$24.34 | \$325.00 | \$25.19 | \$25.95 | \$26.73 |
| Ops Tech I | 1 qual and 2 yrs | \$20.80 | \$325.00 | \$21.53 | \$22.17 | \$22.84 |
| Ops Tech I | 0 qual 1 < 2 yrs | \$18.97 | \$325.00 | \$19.63 | \$20.22 | \$20.83 |
| Classification | Qualifications | | | | | |
| Maintenance Tech | See Job Description | \$27.30 | \$325.00 | \$28.26 | \$29.10 | \$29.98 |
| Classification | Qualifications / Years | | | | | |
| Maintenance / Landlord Tech | RCRA/Gen Maint / > 5 yrs | \$24.34 | \$325.00 | \$25.19 | \$25.95 | \$26.73 |
| Maintenance / Landlord Tech | RCRA/Gen Maint / 4<5 yrs | \$20.80 | \$325.00 | \$21.53 | \$22.17 | \$22.84 |
| Maintenance / Landlord Tech | RCRA/Gen Maint / 3<4 yrs | \$18.97 | \$325.00 | \$19.63 | \$20.22 | \$20.83 |
| Landlord Tech A | >2 yrs | \$17.70 | \$325.00 | \$18.32 | \$18.87 | \$19.44 |
| Landlord Tech B | 1<2 yrs | \$14.81 | \$325.00 | \$15.33 | \$15.79 | \$16.26 |
| Landlord Tech C | <1 yr | \$12.03 | \$325.00 | \$12.45 | \$12.82 | \$13.21 |
| Classification | Qualifications / Years | | | | | |
| Rad Tech II | Oral Board +1 yr | \$29.21 | \$325.00 | \$30.23 | \$31.14 | \$32.07 |
| Rad Tech I | Oral Board | \$26.90 | \$325.00 | \$27.84 | \$28.68 | \$29.54 |
| Rad Tech I | DOE Core | \$22.52 | \$325.00 | \$23.31 | \$24.01 | \$24.73 |
| Classification | Qualifications / Years | | | | | |
| Supply Chain Inspector III | Inspector Qual / > 2 yrs | \$22.35 | \$325.00 | \$23.13 | \$23.83 | \$24.54 |
| Supply Chain Inspector II | Inspector Qual / 1 < 2 yrs | \$20.60 | \$325.00 | \$21.32 | \$21.96 | \$22.62 |
| Supply Chain Inspector I | Inspector Qual / < 1 yr | \$19.06 | \$325.00 | \$19.73 | \$20.32 | \$20.93 |
| Warehouse Clerk II | >1 yr | \$18.33 | \$325.00 | \$18.97 | \$19.54 | \$20.13 |
| Warehouse Clerk I | <1 yr | \$17.10 | \$325.00 | \$17.70 | \$18.23 | \$18.78 |

- * No later than January 1, 2009 the Company will ensure the ability for Operations Technicians to progress to their highest pay grade by:
1. Ensuring clear lines of progression are established and maintained and
 2. Ensuring personnel are provided necessary time to complete and maintain assigned qualifications associated with their progression.
 3. The Labor Management Committee will have input into designing these lines of progression.
- ** RT must complete one year post DOE certification before promotion to RT II.
- *** All employees will remain at their current classification levels and pay rates until they are eligible for the next pay level increase. (Red Circle)
- **** Employees who are eligible for an increase under this section will be compensated according to the above schedule effective upon ratification of the contract.